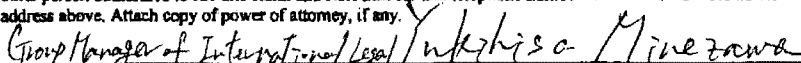


EXHIBIT “F”

B10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor: Motors Liquidation Company (f/k/a/ General Motors Corporation)		Case Number: 09-50026 (REG)
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Toyota Motor Corporation		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: c/o Foley & Lardner LLP, Matthew J. Riopelle 402 W. Broadway, Suite 2100 San Diego, CA 92101 Telephone number: 619-234-6655		
Name and address where payment should be sent (if different from above): Same		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number: _____		
1. Amount of Claim as of Date Case Filed: <u>§ Unknown/Unliquidated/Contingent</u>		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a), If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____ <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. Basis for Claim: <u>Contract Obligations/See Attached</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ <u>Unknown</u>		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: 11/30/2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Group Manager of International Legal Yuriko Minezawa Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.	

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Yukihisa Minezawa, the signatory of this Proof of Claim, is the Group Manager of Group No. 1, International Legal Affairs Department, Legal Division of Toyota Motor Corporation. In this capacity, Mr. Minezawa is authorized to sign this Proof of Claim on behalf of Toyota Motor Corporation. Mr. Minezawa's address is: No.1 Toyota-cho, Toyota-City, Aichi-Prefecture, 471-8571 Japan and his telephone number is: +81-565-23-0441.

Toyota Motor Corporation ("TMC"), is a party to various contracts and agreements ("Contracts")¹ with Motors Liquidation Company (f/k/a General Motors Corporation) ("MLC") and New United Motor Manufacturing, Inc. ("NUMMI", together with TMC and MLC, the "Parties"). The Contracts govern various aspects of the relationship between Parties as well as the management and control of NUMMI. Additionally, the Contracts govern the Parties' obligations with regard to the liabilities and dissolution of NUMMI.

TMC hereby asserts any and all claims (the "Claims"), including, without limitation, cost recovery, indemnity and contribution claims, against MLC arising under the Contracts and applicable law. The Claims shall include, but are not limited to: (1) any claims arising out of or related to the ownership, operation or shut-down of NUMMI under any present and future federal, state and local laws, regulations and other governmental directives or requirements, as well as common law; (2) any contingent or unliquidated prepetition liabilities; (3) any claims and liabilities that may be discovered during the pendency of MLC's bankruptcy case; and (4) any other liabilities that TMC may be obligated to pay, following the pendency of MLC's bankruptcy case. To the extent that the Claims asserted herein are deemed priority claims under Section 507(a) of the Bankruptcy Code, TMC reserves the right to assert any such priority against MLC. TMC also reserves the right to assert any and all rights to setoff and/or recoupment to which it may be entitled under the Contracts or applicable law.

Nothing herein shall constitute an admission by TMC that it is or may be liable for any claims for which it is entitled to cost recovery, indemnity or contribution from MLC, rather this

¹ Due to the size of the Contracts, TMC has not attached the Contracts to this Proof of Claim. A party in interest may request a copy of the Contracts from TMC's counsel listed on the Proof of Claim. However, the Contracts contain confidential and proprietary information and a requesting party may be required to sign a confidentiality agreement.

Proof of Claim is intended to reserve TMC's rights to seek such cost recovery, indemnity or contribution from MLC, if necessary. Further, the filing of this Proof of Claim against MLC shall in no way prejudice TMC from asserting any and all claims it may have against General Motors Company ("New GM").

This Proof of Claim form is not intended to assert any administrative expense claims under Section 503 of Title 11 of the United States Code ("Bankruptcy Code"). To the extent that any of the Claims asserted herein are determined to constitute an administrative expense, TMC shall assert and pursue those claims in accordance with applicable law and amend this Proof of Claim form as necessary. The filing of this Proof of Claim form shall not constitute a waiver of any administrative expense claims that TMC may have against MLC arising under the Contracts or applicable law. Further, TMC reserves the right to assert any setoff or recoupment rights with regard to such administrative expense claims pursuant to the Contracts or applicable law.